

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sinclair Television Group, Inc.		10/29/2009	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Collateral Agent		
<b>Street Address:</b>	Two James Center		
<b>Internal Address:</b>	1021 E. Cary Street, 18th Floor		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77826446	THURSDAY NIGHT LIGHTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7976		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Mindy M. Lok, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509335/1351		
<b>NAME OF SUBMITTER:</b>	Mindy M. Lok		
<b>Signature:</b>	/ml/		

OP \$40.00 77826446

**900147646**

**TRADEMARK  
 REEL: 004096 FRAME: 0360**

Date:

11/13/2009

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 29, 2009 is made by SINCLAIR TELEVISION GROUP, INC., a Maryland corporation, located at 10706 Beaver Dam Road, Hunt Valley, Maryland 21030 ("Obligor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, located at Two James Center, 1021 E. Cary Street, 18<sup>th</sup> Floor, Richmond, VA 23219, as Collateral Agent (the "Collateral Agent") for the Secured Parties, in accordance with the Indenture, dated as of October 29, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among SINCLAIR TELEVISION GROUP, INC., a Maryland corporation ("Borrower"), the Guarantors identified therein and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Borrower has issued its 9.25% Senior Secured Second Lien Notes due 2017 ("Notes");

WHEREAS, in connection with the Indenture, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of October 29, 2009, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Collateral Agent and the Secured Parties a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to Purchase the Notes, and to secure the Secured Obligations, the Obligor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SINCLAIR TELEVISION GROUP, INC.

By: \_\_\_\_\_

Name: David B. Amy

Title: Secretary

Date: October 26, 2009

U.S. BANK NATIONAL ASSOCIATION  
as Collateral Agent for the Secured Parties

By: \_\_\_\_\_

Name:


Title:

Date:

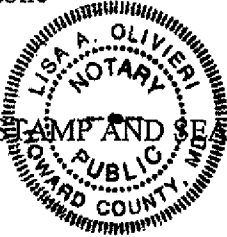
ACKNOWLEDGMENT OF OBLIGOR

STATE OF Maryland )  
 ) ss  
COUNTY OF Baltimore)

On the 26<sup>th</sup> day of October, 2009, before me personally came David B. Amy, who is personally known to me to be the Secretary of Sinclair Television Group, Inc., a Maryland corporation; who, being duly sworn, did depose and say that he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



U.S. BANK NATIONAL ASSOCIATION  
as Collateral Agent for the Secured Parties

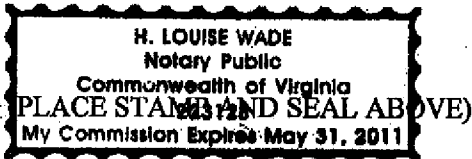
By: *Melody Scott*  
Name: Melody Scott  
Title: Trust Officer  
Date: *October 27, 2009*

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF *Virginia* )  
) ss  
COUNTY OF *Richmond* )  
*City*

On the *27<sup>th</sup>* day of *October*, 2009, before me personally came *Melody Scott*, who is personally known to me to be the *Trust Officer* of U.S. Bank National Association, a national banking association; who, being duly sworn, did depose and say that she/he is the *Trust Officer* in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

*H. Louise Wade*  
Notary Public



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
Thursday Night Lights	77/826,446